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6 UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

7 DANA SYRIA,

8 Plaintiff,

9 vs.

10 ALLIANCEONE RECEIVABLES
11 MANAGEMENT, INC.; EGS FINANCIAL
12 CARE, INC., f/k/a NCO FINANCIAL
SYSTEMS, INC.; TRANSWORLD
SYSTEMS, INC.,

13 Defendants.

No.

NOTICE OF REMOVAL

[CLERK'S ACTION REQUESTED]

14
15 TO: THE CLERK OF THE COURT
UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

16 PLEASE TAKE NOTICE that pursuant to 28 U.S.C. §§1441, 1446, and 1453,
17 AllianceOne Receivables Management, Inc. ("AllianceOne") hereby removes the above-
18 captioned action from the Superior Court of the State of Washington, in and for the County of
19 King ("State Court"), to the United States District Court of the Western District of Washington.
20 AllianceOne alleges that it is entitled to removal pursuant to the Class Action Fairness Act
21 ("CAFA"), 28 U.S.C. §§1332(d), 1453, as follows:

22 1. AllianceOne is a named defendant in the civil action filed on August 26, 2015,
23 by plaintiff Dana Syria ("Syria") in the State Court, entitled *Syria v. AllianceOne Receivables*
24 *Management, Inc., et al.*, cause no. 15-2-20861-6 SEA. (the "State Court Action").
25

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2 2. On June 13, 2016, Syria filed an Amended Complaint in King County Superior
3 Court, cause no. 15-2-20861-6 SEA, entitled *Dana Syria, individually and on behalf of all*
4 *others similarly situated v. AllianceOne Receivables Management, Inc., et al.*, cause no. 15-2-
5 20861-6 SEA. (the “State Court Action”). Ex. 1 [Amended Complaint]. This was the first
6 pleading in the action to assert class claims.

7 3. Plaintiff’s Amended Complaint alleges that AllianceOne violated Washington’s
8 Collection Agency Act (“CAA”) and Consumer Protection Act by charging a transaction fee on
9 credit/debit card transactions when people pay their obligations to the courts, and prays for the
10 following relief:
11

- 12 a. Certification of this case as a class action pursuant to CR 23;
- 13 b. Damages in amounts to be proven at trial;
- 14 c. Attorneys' fees and costs pursuant to RCW 19.86.090;
- 15 d. Treble damages pursuant to RCW 19.86.090;
- 16 e. Statutory damages pursuant to RCW 19.86.140;
- 17 f. Disgorgement of interest, service charges, collection costs, and any other fees
18 or charges pursuant to RCW 19.16.450;
- 19 g. An injunction prohibiting AllianceOne from charging credit or debit card fees
20 on accounts assigned by Washington courts;
- 21 h. ...
- 22 j. Reduction of the amounts owing on open accounts by the amount of
23 compounded interest assessed;
- 24
- 25

- 1 k. Reduction of the amounts owing on open accounts by the amount of
2 collection fees assessed;
3
4 1. Prejudgment interest; and
5
6 m. Such other and further relief as the court deems just and proper.

7 4. On December 19, 2016, AllianceOne provided discovery responses to Syria
8 which included an Excel spreadsheet providing data that indicates that over 166,000 individual
9 payers who had obligations to pay Washington courts for various criminal and civil fines,
10 collectively paid transaction fees in excess of \$3.3 million where they chose to pay by
11 credit/debit card, rather than using one of the free payment options. Ex. 2 [Discovery
12 Responses]; Ex. 3 [Declaration of Harry Neerenberg].

13 5. On January 23, 2017, Plaintiff responded to AllianceOne's discovery requests,
14 indicating in response to Interrogatory No. 2 that she was seeking a \$2000 fine for each of the
15 166,000 credit card transaction fee assessed under RCW 18.86.140, plus treble damages under
16 RCW 19.86.090. Ex. 4 [Discovery Responses].
17

18 6. On March 31, 2017, Plaintiff filed a Motion for Class Certification, which
19 included a Declaration of Adam Berger, which referred to the discovery produced by
20 AllianceOne, acknowledging it reflected that there were over 166,000 persons statewide that
21 had paid a transaction fee to use a credit or debit card. Ex. 5. [Berger Decl. at ¶ 17].
22

23 7. On July 24, 2017, the State Court in the State Case entered an Order Granting
24 Plaintiff's Motion for Class Certification. Ex. 6 [Order]. As such, what was previously a
25 lawsuit maintained by an individual became a certified class.

1 8. Removal to this Court is proper because this is the district which embraces the
2 county in which Syria filed the State Court Action. 28 U.S.C. §1441(a).

3
4 9. This is a civil class action of which this Court has original jurisdiction under
5 28 U.S.C. §1332(d)(2) and is one which may be removed to this Court by AllianceOne
6 pursuant to 28 U.S.C. §§1441(a), 1446, and 1453(b). “Federal jurisdiction under CAFA has
7 three elements: (1) there must be minimal diversity of citizenship between the parties, (2) the
8 proposed class must have at least 100 members and (3) the amount in controversy must
9 ‘exceed[] the sum or value of \$5,000,000.’ ” *Kuxhausen v. BMW Financial Services NA LLC*,
10 707 F.3d 1136, 1139 (9th Cir. 2013) (citing 28 U.S.C. § 1332(d)) (footnote omitted). All three
11 elements are met.
12

13 10. Class Action. This action is a class action within the meaning of 28 U.S.C.
14 § 1332(d)(1)(B). The State Court has certified a class of Washington citizens under CR 23
15 which is similar to Fed. R. Civ. P. 23. *Schnall v. AT & T Wireless Servs., Inc.*, 171 Wn.2d 260,
16 271, 259 P.3d 129, 134 (2011).
17

18 11. Numerosity. The Certified Class consists of approximately 166,000 members,
19 far exceeding the threshold of 100 members.

20 12. Minimal Diversity. All members of the alleged class are citizens of Washington
21 and AllianceOne is a citizen of different state, as it is incorporated in Delaware and has its
22 principal place of business in Pennsylvania.
23

24 13. Amount in Controversy. Dana requests actual damages for all causes of action,
25 and treble damages for violation of the CPA, \$2000 per transaction fee, and attorney’s fees and

1 costs. The base sum of processing fees at issue in this case are over \$3 million dollars, without
2 trebling and \$2000 per alleged violation. It is therefore more likely than not that the amount in
3 controversy exceeds the \$5,000,000 threshold. *Standard Fire Ins. Co. v. Knowles*, 133 S. Ct.
4 1345, 1348, 185 L. Ed. 2d 439 (2013); *Rodriguez v. AT & T Mobility Servs. LLC*, 728 F.3d 975,
5 978-982 (9th Cir. 2013).

7 14. This notice of removal is timely pursuant to 28 U.S.C. §1446(b) because the
8 State Court Action became removable pursuant to CAFA on July 24, 2017, when the Court
9 entered an Order Granting Plaintiff's Motion for Class Certification. *Durham v. Lockheed*
10 *Martin Corp.*, 445 F.3d 1247, 1252-54 (9th Cir. 2006), *MG Bldg. Materials, Ltd. v. Paychex,*
11 *Inc.*, 841 F. Supp. 2d 740, 746- 48 (W.D. N.Y. 2012). Whether the State Court Action was
12 previously removable under a different ground does not defeat federal jurisdiction. *Durham*,
13 445 F.3d at 1252.

15 15. As required by 28 U.S.C. §1446(d), AllianceOne will provide written notice of
16 the removal of this action to Syria and to the State Court.

18 DATED this 28th day of July, 2017.

19 LEE SMART, P.S., INC.

20 By: /s Marc Rosenberg
21 Marc Rosenberg, WSBA No. 31034
22 Of Attorneys for Defendants
23 AllianceOne Receivables Management, Inc.

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CERTIFICATE OF SERVICE

I hereby certify that on the date provided at the signature below, I electronically filed the preceding document with the Clerk of the Court using the CM/ECF system, which may notification of such filing to the following individuals:

Adam J. Berger berger@sgb-law.com

Lindsay L. Halm halm@sgb-law.com

T. Tyler Santiago tyler@alkc.net

Jason D. Anderson jason@alkc.net

In addition, I have also caused each of these counsel of record to be served at their office via email and legal messenger.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, to the best of my knowledge.

Dated this 28th day of July, 2017 at Seattle, Washington.

LEE SMART, P.S., INC.

By: /s/ Marc Rosenberg
Marc Rosenberg, WSBA No. 31034
Of Attorneys for Defendant
AllianceOne Receivables Management, Inc.

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